

Prepared by: Cosmopolitan Title Agency, LLC  
3320 Clays Mill Rd. Ste 210  
Lexington, KY 40503

**LIMITED POWER OF ATTORNEY**

859-309-6659

1. Wells Fargo Bank, N.A., not in its individual capacity, but solely as trustee (the "Trustee") for each of those certain trusts set forth on the attached Exhibit A (each, a "Trust", and collectively, the "Trusts") under the respective Pooling and Servicing Agreements and/or Indentures and any related governing transactional and servicing agreement(s), and as Trustee pursuant to that certain Acknowledgement Agreement, entered into as of September 3, 2010, by and among Roosevelt Management Company LLC, AtlanticPacific REO Resolutions & Management, Inc. (the "Manager") and Wells Fargo Bank, N.A., not in its individual capacity, but solely as Trustee for each of the Trusts (individually, the "Acknowledgement Agreement," and collectively with the governing transactional and servicing agreement(s) referenced above, the "Agreements") hereby constitutes and appoints:

**ATLANTICPACIFIC REO RESOLUTIONS & MANAGEMENT, INC.**

solely in its capacity as the Manager under the Acknowledgement Agreement, as its true and lawful attorney-in-fact, acting by and through its authorized officers, with full authority and power to execute and deliver on behalf of the Trustee any and all of the following instruments to the extent consistent with the terms and conditions of the Agreements:

(i) all documents with respect to residential mortgage loans serviced for the Trust by the Asset Manager which are customarily and reasonably necessary and appropriate for the satisfaction, cancellation, or partial or full release of any mortgages, deeds of trust, or deeds to secure debt upon payment and discharge of all sums secured thereby;

(ii) instruments appointing one or more substitute trustees or special purpose entities ("SPEs") to act in place of the corresponding entity named in any deed of trust;

(iii) affidavits of debt, notice of default, declaration of default, notices of foreclosure, and all such contracts, agreements, deeds, and instruments as are appropriate to (a) maintain any real property acquired through Foreclosure, or (b) effect any sale, transfer, or disposition of real property acquired through Foreclosure;

(iv) all documents and instruments necessary to effect any assignment of mortgage or assignment of deed of trust; and

(v) all other comparable instruments.

2. This Limited Power of Attorney shall apply only to the foregoing enumerated transactions and shall be limited to the above-mentioned exercise of power. This instrument is to be construed and interpreted only as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it give rise to, and it should not be construed as, a general power of attorney.

3. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Limited Power of Attorney has not been revoked. This Limited Power of Attorney shall supersede and replace any other limited power of attorney executed by the Trustee in connection with the Agreements in favor of the Manager and any such other limited power of attorney shall be deemed revoked by this writing.

4. This Limited Power of Attorney is effective as of the date below and shall remain in full force and effect until (a) revoked in writing by the Trustee, or (b) as to any specific Trust, the termination, resignation or removal of the Trustee as trustee of such Trust, or (c) as to any specific Trust, the termination, resignation or removal of the Manager as manager of such Trust, or (d) as to any specific

Trust, the termination of the Acknowledgement Agreement or any of the Agreements related to such Trust, whichever occurs earlier.


5. Nothing contained in this Limited Power of Attorney shall (i) limit in any manner any indemnification obligation provided by the Manager to the Trustee or Trust under the Agreements or any document related thereto, or (ii) be construed to grant the Manager the power to initiate or defend any suit, litigation, or proceeding in the name of the Trustee or Trust except as specifically provided for herein or under the Agreements.

Dated: September 29, 2011

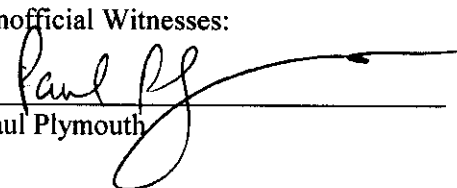
Wells Fargo Bank, N.A.,  
not in its individual capacity, but solely as  
Trustee for each Trusts

Attest:

By: Alex Humphries  
Its: Assistant Secretary

  
By: Elisabeth A. Brewster  
Its: Vice President

Unofficial Witnesses:

  
Paul Plymouth

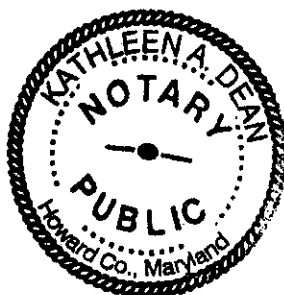
  
Matthew Shaw


STATE OF MARYLAND  
COUNTY OF HOWARD

SS:

On the 29<sup>th</sup> day of September, 2011 before me, Kathleen A. Dean, a Notary in and for said State, personally appeared Elisabeth A. Brewster, known to me to be Vice President of Wells Fargo Bank, National Association, and also known to me to be the person who executed this Limited Power of Attorney on behalf of Wells Fargo Bank, N.A., as Trustee, and acknowledged to me that Wells Fargo Bank, N.A., as Trustee, executed this Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal the day and year written above,



  
Notary Public: Kathleen A. Dean  
My commission expires 2-6-2013

**EXHIBIT A**

1. RMAC REMIC Trust, Series 2008-1
2. RMAC REMIC Trust, Series 2009-1
3. RMAC REMIC Trust, Series 2009-2
4. RMAC REMIC Trust, Series 2009-3
5. RMAC REMIC Trust, Series 2009-4
6. RMAC REMIC Trust, Series 2009-5
7. RMAC REMIC Trust, Series 2009-7
8. RMAC REMIC Trust, Series 2009-8
9. RMAC REMIC Trust, Series 2009-9
10. RMAC REMIC Trust, Series 2009-10
11. RMAC REMIC Trust, Series 2010-1
12. RMAC REMIC Trust, Series 2010-3
13. RMAC REMIC Trust, Series 2010-5
14. RMAC Pass-Through Trust, Series 2010-A
15. RMAC Trust, Series 2010-6T
16. RMAC Trust, Series 2010-7T
17. RMAC Trust, Series 2010-8T
18. RMAC Trust, Series 2011-1T

*Return to:*  
**REALTY TITLE & ESCROW CO., INC.**  
3030 Forest Hill-Irene Rd, Ste 100  
Germantown, TN 38138  
901-260-0101